

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PETCO ANIMAL SUPPLIES, INC.		11/24/2010	CORPORATION: DELAWARE
PETCO ANIMAL SUPPLIES STORES, INC.		11/24/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent
Street Address:	ONE BOSTON PLACE, 18TH FLOOR
City:	BOSTON
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1941996	AQUATIC GARDENS
Registration Number:	1910822	AVIAN SELECT
Registration Number:	3181627	BACKYARD SANCTUARY
Registration Number:	2004654	BONE BUDDIES
Registration Number:	2795985	BOTTOMLESS BOWL
Registration Number:	2831842	COLLAPSI-BOWL
Registration Number:	1607957	
Registration Number:	3854187	
Registration Number:	3163308	DICKENS' CLOSET
Registration Number:	3670279	DICKENS' CLOSET
Registration Number:	1884615	FINISHING TOUCH
Registration Number:	3742916	FINISHING TOUCH
Registration Number:	2416808	FRESH BREATH

TRADEMARK**900179036****REEL: 004435 FRAME: 0431**

OP \$1115.00 1941996

Registration Number:	2155254	HEALTHY SELECT
Registration Number:	3187857	HEALTHY SELECT
Registration Number:	1994840	IPSD
Registration Number:	1954958	PAW PALS
Registration Number:	2840705	PETCARE
Registration Number:	1979330	PET GOLD
Registration Number:	1695073	PETCO
Registration Number:	3755215	PETCO
Registration Number:	3134084	PETCO DOGGIE DAY CAMP
Registration Number:	2172931	PETCO P.A.L.S.
Registration Number:	3234116	QUICK-CAGE
Registration Number:	1779046	RUFF TOYS
Registration Number:	3073880	SHED-LESS
Registration Number:	1883597	SMALL ANIMAL KINGDOM
Registration Number:	3005206	SUPREME NUTRITION
Registration Number:	3112766	THINK ADOPTION FIRST
Registration Number:	3353242	TOP DOG
Registration Number:	1982944	TOY BUDDIES
Registration Number:	2164433	VETCO
Registration Number:	2037257	WHERE THE PETS GO
Serial Number:	77907687	GENERATION NATURAL PET
Serial Number:	85117738	HEALTHIER PETS. HAPPIER PEOPLE. BETTER WORLD.
Serial Number:	77907645	HEALTHY LIVING NATURALLY BY PETCO
Serial Number:	77907675	HEALTHY LIVING NATURALLY, BY PETCO
Serial Number:	77907654	HEALTHY LIVING NATURALLY
Serial Number:	77954167	LEFT, RIGHT, CLICK
Serial Number:	77954183	NOW, IT'S AS EASY AS...L R CLICK!
Serial Number:	85061124	PETCO UNLEASHED
Serial Number:	77907702	PLANET PETCO
Serial Number:	77954581	PLANET PETCO
Serial Number:	77703072	UNLEASHED BY PETCO

CORRESPONDENCE DATA

Fax Number: (866)826-5420

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

TRADEMARK
REEL: 004435 FRAME: 0432

Phone: 3016380511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: Attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:

36496

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

12/17/2010

Total Attachments: 11
source=36496#page1.tif
source=36496#page2.tif
source=36496#page3.tif
source=36496#page4.tif
source=36496#page5.tif
source=36496#page6.tif
source=36496#page7.tif
source=36496#page8.tif
source=36496#page9.tif
source=36496#page10.tif
source=36496#page11.tif

TRADEMARK SECURITY AGREEMENT dated as of November 24, 2010 (this "**Agreement**"), among PETCO ANIMAL SUPPLIES, INC. (the "**Borrower**"), the undersigned subsidiaries of the Borrower party hereto (together with the Borrower, the "**Assignors**") and WELLS FARGO BANK, NATIONAL ASSOCIATION, as collateral agent (in such capacity, the "**Assignee**").

Reference is made to (a) the Pledge and Security Agreement dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among the Borrower, the subsidiaries from time to time party thereto (the "**Subsidiaries**"), the Assignee and Credit Suisse AG, as administrative agent (in such capacity, the "**Administrative Agent**") and (b) the ABL Credit Agreement dated as of November 24, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among the Borrower, the Subsidiaries, the lenders from time to time party thereto, the Assignee and the Administrative Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiaries are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment and performance in full of the Obligations, each Assignor, pursuant to the Security Agreement, did and hereby does grant to the Assignee and its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Assignor or in which such Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"): (a) all common law trademarks, trademark registrations and trademark applications, common law service marks, service mark registrations and service mark applications, trade names, corporate names, trade dress and logos, including those set forth on Schedule I hereto, and the goodwill of the business symbolized by the foregoing; (b) all extensions and renewals of the foregoing; (c) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past and future infringements thereof; (d) all rights to sue for past, present and future infringements of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world.

Notwithstanding the foregoing or anything herein to the contrary, in no event shall the "Trademark Collateral" include or the security interest attach to any Excluded Asset.

SECTION 3. Security Agreement. The security interests granted to the Assignee herein are granted in furtherance, and not in limitation of, the security interests granted to the Assignee pursuant to the Security Agreement. Each Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. INTERCREDITOR AGREEMENT GOVERNS. REFERENCE IS MADE TO THE INTERCREDITOR AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED HEREIN, THIS AGREEMENT, THE LIENS CREATED HEREBY AND THE RIGHTS, REMEDIES, DUTIES AND OBLIGATIONS PROVIDED FOR HEREIN ARE SUBJECT IN ALL RESPECTS TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT AND, TO THE EXTENT PROVIDED THEREIN, THE APPLICABLE SENIOR OBLIGATIONS SECURITY DOCUMENTS (AS DEFINED IN THE INTERCREDITOR AGREEMENT). IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF THIS AGREEMENT AND THE INTERCREDITOR AGREEMENT, THE PROVISIONS OF THE INTERCREDITOR AGREEMENT SHALL CONTROL.

SECTION 5. Choice of Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ASSIGNORS:

PETCO ANIMAL SUPPLIES, INC.,

by

Michael E Foss

Name: Michael E. Foss

Title: Executive Vice President &
Chief Financial Officer

PETCO ANIMAL SUPPLIES STORES,
INC.,

by

Michael E Foss

Name: Michael E. Foss

Title: Executive Vice President &
Chief Financial Officer

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent,

by

Name:

Authorized Officer

[Signature Page to PETCO ABL Trademark Security Agreement]

TRADEMARK
REEL: 004435 FRAME: 0436

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement
as of the day and year first above written.

ASSIGNORS:

PETCO ANIMAL SUPPLIES, INC.,

by

Name: Michael E. Foss
Title: Executive Vice President &
Chief Financial Officer

PETCO ANIMAL SUPPLIES STORES,
INC.,

by

Name: Michael E. Foss
Title: Executive Vice President &
Chief Financial Officer

ASSIGNEE:

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent,

by



Name: Michele L. Ayala
Authorized Officer

Schedule I

I. Trademarks

See attached.



II. Trademark Applications

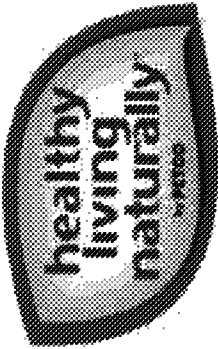
See attached.


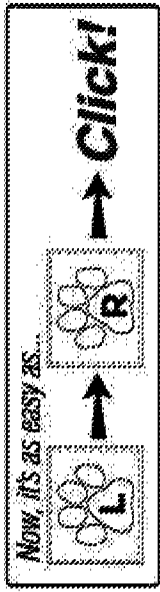
III. Trademark Licenses


<u>Licensee</u>	<u>Licensor</u>	<u>Mark</u>	<u>Registration Number</u>
Vetco Hospitals, Inc.	PETCO Animal Supplies Stores, Inc.	"VETCO", a registered trademark of PETCO	2164433

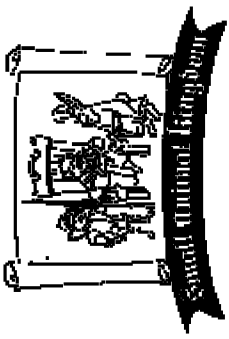
Trademarks, trademark registrations and trademark applications with USPTO

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
1. AQUATIC GARDENS	74446228 10/12/93	1941996 12/19/95	11,16	PASI – PETCO Animal Supplies, Inc.
2. AVIAN SELECT	74522280 05/09/94	1910822 08/08/95	21,28,31	PASSI – PETCO Animal Supplies Stores, Inc.
3. BACKYARD SANCTUARY	78467457 08/13/04	3181627 12/05/06	31	PASI
4. BONE BUDDIES	74469150 12/13/93	2004654 10/01/96	18,31	PASI
5. BOTTOMLESS BOWL	78039341 12/14/00	2795985 12/16/03	35	PASI
6. COLLAPSI-BOWL	78156400 08/21/02	2831842 04/13/04	21	PASI
7. 	74006754 12/01/89	1607957 07/31/90	3,5,31,42	PASI
8. 	77335711 11/21/07	3854187 09/28/10	5,7,11,18,21,25,28,31,35	PASSI
9. DICKEN'S CLOSET	78157407 08/23/02	3163308 10/24/06	18	PASI

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
10. DICKEN'S CLOSET	77413511 03/05/08	3670279 08/18/09	18	PASI – PETCO Animal Supplies, Inc. PASSI – PETCO Animal Supplies Stores, Inc.
11. FINISHING TOUCH	74326884 10/30/92	1884615 03/21/95	8,21	PASI
12. FINISHING TOUCH	77406775 02/26/08	3742916 01/26/10	8,21	PASSI
13. FRESH BREATH	75562019 09/30/98	2416808 01/02/01	28	PASI
14. GENERATION NATURAL PET	77907687 01/08/10		5,16,18,21,28,31,35	PASSI
15. HEALTHIER PETS. HAPPIER PEOPLE. BETTER WORLD.	85117738 8/27/10		42	PASSI
	77907645 01/08/10		5,18,21,28,31,35	PASSI
16. 17. HEALTHY LIVING NATURALLY, BY PETCO	77907675 01/08/10		5,18,21,28,31,35	PASSI
18. HEALTHY LIVING NATURALLY	77907654 01/08/10		5,18,21,28,31,35	PASSI
19. HEALTHY SELECT	75019419 11/14/95	2155254 05/05/98	31	PASI

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
20. HEALTHY SELECT	78257223 06/02/03	3187857 12/19/06	31	PASI – PETCO Animal Supplies, Inc.
21. 	74650684 03/23/95	1994840 08/20/96	42	PASI Animal Supplies Stores, Inc.
22. LEFT, RIGHT, CLICK	77954167 03/09/10		18	PASSI
23. 	77954183 03/09/10		18	PASSI
24. PAW PALS	74650683 03/23/95	1954958 02/06/96	28	PASI
25. PETCARE	76205646 02/06/01	2840705 05/11/04	36	PASI
26. PET GOLD	74608956 12/09/94	1979330 06/11/96	3,5,31	PASI
27. PETCO	74157241	1695073	42	PASI

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
	04/15/91	06/16/92		PASI – PETCO Animal Supplies, Inc. PASSI – PETCO Animal Supplies Stores, Inc.
28. PETCO	77321861 11/05/07	3755215 03/02/10	5,7,11,16,18,21,25,28,31,35,3 6,41	PASSI
29. PETCO DOGGIE DAY CAMP	78487976 09/22/04	3134084 08/22/06	43	PASI
30. PETCO P.A.L.S.	75312559 06/20/97	2172931 07/14/98	35	PASI
31. PETCO UNLEASHED	85061124 6/11/10		35, 41	PASSI
32. PLANET PETCO	77907702 01/08/10		5,7,11,16,18,21,25,28,35,41	PASSI
 33. PLANET PETCO	77954581 03/09/10		5,7,11,16,18,21,25,28,35,41	PASSI
34. QUICK-CAGE	78176127 10/18/02	3234116 04/24/07	21	PASI
35. RUFF TOYS	74325127 10/21/92	1779046 06/29/93	28	PASI
36. SHED-LESS	76227848 03/21/01	3073880 03/28/06	44	PASI

<u>Mark</u>	<u>Serial No. / Filing Date</u>	<u>Reg. No. / Reg. Date</u>	<u>Class(es)</u>	<u>Owner</u>
37. 	74396980 05/28/93	1883597 03/14/95	18,21,28	PASI – PETCO Animal Supplies, Inc. PASSI – PETCO Animal Supplies Stores, Inc.
38. SUPREME NUTRITION	78243336 04/29/03	3005206 10/04/05	31	PASI
39. THINK ADOPTION FIRST	78416965 05/11/04	3112766 07/04/06	45	PASI
40. TOP DOG	78405952 04/21/04	3353242 12/11/07	35	PASI
41. TOY BUDDIES	74536698 06/13/94	1982944 06/25/96	28	PASI
42. VETCO	75083837 04/04/96	2164433 06/09/98	42	PASI
43. WHERE THE PETS GO	75083836 04/04/96	2037257 02/11/97	42	PASI
44. UNLEASHED BY PETCO	77703072 03/31/09		35,41	PASSI